

COTTONWOOD HEIGHTS
1265 East Ft. Union Blvd.
Cottonwood Heights, UT 84047

Request for Proposals

City Center Master Plan and
Law Enforcement Precinct

1. **Introduction.** During the 2005 scoping meetings held in conjunction with the establishment of the city's first General Plan, the majority of the public identified the preservation of the Cottonwood Heights Elementary School and Mountview Elementary School properties for public use as a high priority. Specifically, the Cottonwood Heights Elementary School located at 2425 E. Bengal Blvd was identified as the preferred location for a future city hall and city center. The ownership of that property remains with Jordan School District. However, it is anticipated that in the next year or two that property will become available for purchase. In anticipation of that fact, the city desires to identify options for establishment of a future city hall/city center at that location.

In conjunction with this plan, the city would like to explore the construction of adequate housing for the city policing services. Since 2001 the county has utilized an obsolete fire station on 2700 East as the substation for Police services for what was the large unincorporated area south of I-215 and east of I-15. Since that time, the City of Cottonwood Heights has incorporated about 80% of the area. We desire to provide facilities that will enhance the ability of law enforcement to better deliver policing services and respond to citizen needs. Before the city proceeds with relocation of policing services, it is deemed prudent to incorporate, if possible, such facilities in the city center master plan.

This Project includes: Phase One: The City Center Master Plan; Phase Two, siting and design of Law Enforcement Services building.

Phase One:

Review/modify the "City Center Master Plan" including design elements which can be carried over to each city building. It is anticipated that multiple design concepts will be developed for presentation. Samples of your firm's design work should be submitted.

Phase Two:

Prepare a site plan, and architectural drawings for law enforcement services based on the city center master plan, and design elements adopted from Phase One.

This should include layout, engineering, specifications, landscaping, bid documents, and all necessary drawings or documents for bidding the construction of law enforcement building.

The foregoing work, together with all ancillary and additional services as may be reasonably required to accomplish the desired project in a competent, comprehensive and finished manner in full compliance with all applicable requirements, is referred to herein as the “*Project*.” The City desires to enter into a contract with a qualified and acceptable consultant (the “*Consultant*”) for provision of all labor, supplies and materials necessary to successfully accomplish the Project. As more fully explained below, the selection of a Consultant will be based on the bid received as well as on the City’s determination of each bidder’s respective expertise, experience, and resources and availability that can compliment the limited resources of the City in successfully accomplishing the Project.

2. **Intent.** Although it is the intent of this Request for Proposals (this “*Request*”) to set forth the minimum acceptable requirements for responsive proposals, the scope of work in this Request is not comprehensive and all-inclusive, but rather is an attempt to generally describe the necessary characteristics. A mutually acceptable agreement prepared by the City Attorney will be signed by the City and the selected Consultant detailing the final scope and parameters of the Project, completion timetable, interim reports, deliverables, etc.

3. **Description of Project.** The city council anticipates that the Jordan School District will place the Cottonwood Heights Elementary School (the “*School*”) (approx. 2425 E. Bengal Blvd.) up for sale in the next year or two. The school was closed by Jordan School District in June of 2005, but has been used subsequently by Jordan School District to house students temporarily while other buildings were upgraded. That temporary use is scheduled to conclude in June 2008. The city has purchased two adjacent properties on Bengal Boulevard adjoining an LDS Church parking lot on the west and the School on the east. The City Council believes the combination of the school property and the recently acquired pieces represent the best location for a city center complex including a police station. This belief is consistent with feedback received at the public hearings held in conjunction with the establishment of the city’s first General Plan. An overall design of a city gathering place for public events, with amenities to augment the Cottonwood Heights Recreation Center – also located near the School site – are important to have defined prior to construction of any portion of the city center. A “theme,” “common design element,” or “unique building layout” which will promote reciprocity and relativity in design between buildings is important for the city center to demonstrate continuity as construction may spread over many years.

Phase one contemplates at least one appearance by the consultant in community meetings to be organized by the consultant as a “public scoping meeting” to involve the public in the design process of the city center. The City will provide the space for these meetings.

Phase one also contemplates additional appearances by the consultant at public meetings involving the Planning Commission and Architectural Review Commission and City Council.

The first meeting, to take place after the public scoping, will be a joint meeting of the City's Planning Commission and Architectural Review Commission. The consultant will present conceptual design concepts for the city center and its buildings to the bodies and explain the public scoping process and its contributions to the plan as well as take feedback from the two public bodies. At an additional meeting, the consultant will appear at a City Council meeting with the concept plan showing any changes which may have been requested during the first meeting.

The next scheduled meeting will entail a detailed presentation of the city center plan to the City Council where the consultant will explain the evolution of the process and take the City Council through all design phases of the plan to date.

An open house and public hearing for the completed plan is anticipated before the end of calendar 2007.

The consultant should note that the city has also commissioned a Parks and Open Space study. The consultant of that study (GSBS) will have their recommendation on park amenities for Butler Park early in the fall. Both consultants will be expected to coordinate these plans as they will likely contain reciprocal recreational features.

It is anticipated the city council will adopt the city center concept plan by approximately January 1, 2008. The consultant will work closely with Michael Black, the City's planning director on the design of the city center plan.

Phase Two: The city desires to construct a modern law enforcement facility. The facility shall contain the following:

A. The facility shall be designed to comply with all state, federal and local regulations regarding ADA and other building codes.

B. The police facility design shall contemplate attributes generally associated with a comprehensive police facility, including but not limited to:

- (i) prisoner holding cells;
- (ii) conference room
- (iii) police briefing rooms;
- (iv) secure access for prisoner processing;
- (v) comprehensive customer service facilities for walk-in, online and telecommunicating patrons;
- (vi) covered secure parking for ATV's and Motorcycles,
- (vii) interview room(s);
- (viii) evidence facility; (large enough to store a vehicle)
- (ix) 5 detective's offices;
- (x) 6 sergeant's offices
- (xi) 1 lieutenant office
- (xii) 1 chief office
- (xiii) 3 ordinance control offices

The facility shall comply to design guidelines currently being considered by the city to ensure the quality of design and scaling of the building shall fit within the established fabric of the neighborhood and shall be consistent with the city center plan from phase one.

4. **Schedule.** The City anticipates the following schedule for the Project:

<u><i>Event</i></u>	<u><i>Date</i></u>
Phase I: City Center Master Plan	
Request for Proposals Issued:	July 20, 2007.
Proposal Deadline:	August 24 2007, 5:00 p.m.
Signed Consulting Agreement:	September 7, 2007
Public Scoping	October 3, 2007
Phase One Presentation to ARC, PC	October 17, 2007
City Council Presentation	November 6, 2007
Open House	November 27, 2007 12:00 pm – 5:00 pm
Public Hearing	November 27, 2007 7:00 pm
City Council Adoption	January, 2008
Phase Two, Law Enforcement Building but prior to 1/31/08	Begins after council adopts City Center Plan
Present Preliminary design to City Council:	3/25/08 (work session)
Revise Plans, as Reasonably Directed	
Present Plan to ACR and PC	
Present Plan to City Council	
Public Hearing	

Documents ready for bid by 5/30/08

All dates stated are intended to be limiting in nature, not permissive. If deadlines can be accelerated, they should be and such anticipated accelerations should be noted in the proposal to the city.

5. **Proposal Requirements.** Sealed bids for this proposal must include submission of four copies of the Response to this Request to Linda Dunlavy, City Recorder, at the City's address specified above no later than 5:00 p.m. (MST) on August 24, 2007. No late responses will be accepted. Printed materials shall be 8 ½" x 11", portrait format. Charts may be in 8 ½" x 14" landscape style format. Each responsive proposal must include the following:

- a. *Price.* The proposed all-inclusive fee for the services contemplated herein, including all costs and expenses (including, without limitation, all costs for travel, fuel, meals, telephone, facsimile, printing, etc.). The price must

constitute the maximum dollar amount that will be charged to the City for the completed Project, as described herein.

- b. *Firm Qualification and Relevant Experience.* Describe, in sufficient detail, the proposer's qualifications and experience with similar projects. Provide references and contact information concerning such similar projects.
- c. *Project Team.* Identify, in an organizational chart format, the personnel to be assigned to the Project. Submit resumes for key personnel. Include a statement of commitment for non-substitution of key personnel without the City's prior written consent. Describe, in sufficient detail, local and home office support facilities and resources the proposer will provide to complete the Project. Response to this paragraph should emphasize personnel resources, in-house expertise, facilities and services, and recent experience in similar studies.
- d. *Proposed Approach.* Describe, in sufficient detail, how the proposer plans to satisfy the requirements of the Project.
- e. *Project Schedule.* Outline the proposer's schedule to complete the Project.
- f. *Actions.* Summarize any disciplinary actions, suits by or against the proposer or related entities during the past three years.
- g. *Clearly Marked.* Proposal must be clearly marked as:
- h. *Length.* The proposal shall not exceed 15 pages.

All proposals shall become the property of the City. Any proprietary information contained in the proposal must be clearly marked and delineated. The City may release any information contained in the proposal that is not marked and delineated as proprietary following execution of a contract for services.

6. Identification of Anticipated Potential Problems. The proposal also should identify and describe any potential problems or recommendations with respect to the Project.

7. Evaluation Criteria and Selection Process. Proposals submitted in response to this Request will be reviewed and ranked by a selection committee consisting of one or two members of the city council, the City Manager, and Michael Black, Planning Director, on the basis of several factors, including, but not limited to, bid amount, qualifications and relevant experience, project team, proposed approach, project schedule, ability to perform, and references. One or more firms may be invited to interview. The selection committee's recommendations will be forwarded to the city council, which will make the final selection.

8. Terms of Contract. The successful applicant will be required to enter into a written agreement with the City to provide the services contemplated herein. The City Attorney,

working with the selected proposer, will negotiate the agreement. All provisions of the agreement will be in compliance with applicable laws, rules and regulations.

9. Suspension of Process, Etc. The City reserves the right to reject any and all responses to this Request, to waive any requirement set forth in this Request, and to accept any proposal deemed to be in the best interest of the City, subject to legal requirements. Response to this Request is at the proposer's sole risk and expense, and the City shall not be liable for any cost associated with preparation by any party of any proposal submitted in response to this Request. Although the City anticipates selecting one of the responding proposers, there is no guaranty that any responding proposer will be selected or that the Project will be commenced or completed. The City also reserves the right to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in the City's best interest. In no event shall the City have any liability for the cancellation of the award.

10. Special Important Information.

- a. A copy of Cottonwood Heights General Plan
- b. A current organizational chart of the Cottonwood Heights precinct
- c. *Insurance Coverage.* Insurance coverage will be required in accordance with the City's standard requirements (attached). Each bidder should thoroughly examine such insurance requirements and shall include appropriate proof of insurance certificates with its proposal. Failure to meet the insurance requirements may result in cancellation of the bid acceptance.
- d. *Contact Person.* For further information, contact Liane Stillman, City Manager, at (801) 545-4154.

11. Deliverables. The following items shall be delivered to the City as part of completion of the Project:

- a. 12 color copies of the city center master plan
- b. 6 sets of bid documents for the law enforcement building

The foregoing items also shall be delivered in pdf for the City's website.

Insurance Requirements for Parties
Contracting with the city of Cottonwood Heights

The contracting party shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contracting party=s bid.

A. MINIMUM LIMITS OF INSURANCE.

The contracting party shall maintain limits no less than:

1. *Professional Liability*: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. *Automobile Liability*: \$1,000,000.00 combined single limit per accident for bodily injury and property damage. AAny Auto@ coverage is required.
3. *Worker=s Compensation and Employer=s Liability*: Worker=s compensation limits as required by the Labor Code of the State of Utah and Employer=s Liability limits of \$1,000,000.00 per accident, \$1,000,000.00 for disease - policy limit, and \$1,000,000.00 disease - each employee.
4. *Commercial General Liability*: \$1,000,000.00 per occurrence, with \$2,000,000.00 annual aggregate.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS.

Any deductibles (5% limit), self-insured programs or retentions must be declared to and approved by the city of Cottonwood Heights (the ACity@). At the option of the City, either: the insurer may be required to reduce or eliminate such deductibles or self-insured retentions as respect to the City, its officers, officials and employees; or the contracting party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

C. NOTICE OF INCIDENT OR ACCIDENT.

The contracting party shall agree to promptly disclose to the City all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

D. OTHER INSURANCE PROVISIONS.

The policies are to contain, or be endorsed to contain, the following provisions:

1. *General Liability and Automobile Liability Coverages.*

(a) The City, its officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the contracting party; products and completed operations of the contracting party; premises owned, leased, hired or borrowed by the contracting party. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

(b) The contracting party=s insurance coverage shall be a primary insurance as respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the contracting party=s insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

(d) The contracting party=s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer=s liability.

2. *Worker=s Compensation and Employer=s Liability Coverage.*

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the contracting party for the City.

3. *All Coverages.*

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days= prior written notice (from the insurer) by certified mail, return receipt requested, has been given to the City.

E. ACCEPTABILITY OF INSURERS.

Insurance is to be placed with insurers with a Bests= rating of no less than A: VII, unless approved by the Manager.

F. VERIFICATION OF COVERAGE.

The contracting party shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

G. SUBCONTRACTORS.

The contracting party shall include all subcontractors as insureds under its policy or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.